

Next scheduled Committee Meeting will be held in the Council Chambers, 201 Spring Street, Springdale, Arkansas.

- **The date of the next Committee Meeting will be Monday, April 5, 2021.**
 - **Committee agendas will be available on the Friday before this meeting.**

**SPRINGDALE CITY COUNCIL
REVISED AGENDA
REGULAR MEETING
COUNCIL CHAMBERS
TUESDAY, March 23, 2021**

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – Mike Overton

6:00 p.m. **OFFICIAL AGENDA**

1. *Large Print* agendas are available.

2. Call to Order – Mayor Doug Sprouse

3. Roll Call – Denise Pearce, City Clerk
Recognition of a Quorum

4. Comments from Citizens

The Council will hear brief comments from citizens present at the meeting during this period on issues not on the Agenda. No action will be taken tonight. All comments will be taken under advisement.

5. Approval of Minutes – March 9, 2021 **Pgs. 3 - 13**

6. Procedural Motions

A. Entertain Motion to read all Ordinances and Resolutions by title only.

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) 7A, 7B, 7C & 8A*. *Motion must be approved by two-thirds (2/3) of the council members*.

7. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development

A. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands (R21-04; 5 acres located at 7655 West Gibbs Road; Project name: Cadence Crossing Planned Unit Development.) from Agricultural District (A-1) to Planned Unit Development (PUD) and declaring an emergency. **Pgs. 14 - 34**

B. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands (R21-11; 2.5 acres located at 3444 Wagon Wheel Road; the north side of Wagon Wheel Road) from Agricultural District (A-1) to Thoroughfare Commercial District (C-5) and declaring an emergency. **Pgs. 35 - 37**

C. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands (R21-12; 11.65 acres at 1609 Old Missouri Road; East of Hwy. 265) from Light Industrial District (I-1) to General Industrial District (I-2) and declaring an emergency. **Pgs. 38 - 40**

D. **A Resolution** approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Miguel and Dawn Jimenez in connection

with 913 South Spring Creek Road, a single family dwelling (East of Spring Creek Road and northwest of Puppy Creek Road). Pgs. 41 & 42

8. Finance Committee by Chairman Jeff Watson

A. **An Ordinance** authorizing the Mayor and City Clerk to enter into a contract with the Downtown Springdale Alliance to promote, preserve, and enhance Downtown Springdale, and to facilitate the implementation of the Downtown Master Plan; to waive competitive bidding, and for other purposes. Ordinance forwarded from Committee with recommendation for approval. Pgs. 43 - 49

B. **A Resolution** amending the 2021 Budget of the Administrative Department to appropriate \$50,000 for Downtown Springdale Economic Development. Pg. 50

9. Parks and Recreation Committee by Chairman Mike Lawson

A Resolution authorizing the release of a Conservation Easement on property owned by the City of Springdale, Arkansas. Resolution forwarded from Committee with recommendation for approval. Pgs. 51 - 54

10. **A Resolution** setting a hearing date on a petition to abandon a portion of a Utility Easement in the City of Springdale, Lot 107 Pinewood Subdivision. Pgs. 55 & 56

11. Comments from Council Members.

12. Comments from Department Heads.

13. Comments from City Attorney.

14. Comments from the Mayor.

15. Adjournment.

SPRINGDALE CITY COUNCIL
MARCH 9, 2021

The City Council of the City of Springdale met in regular session on Tuesday, March 9, 2021, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 1
Amelia Williams	Ward 3
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 4
Kevin Flores	Ward 2
Randall Harriman	Ward 1
Mark Fougrousse	Ward 4
Ernest Cate	City Attorney
Rose Lawrence	Mayor's Administrative Assistant

Department heads present:

Mike Irwin	Fire Chief
Mike Peters	Police Chief
Wyman Morgan	Director of Financial Services
Patsy Christie	Planning & Comm. Dev. Director
Brad Baldwin	Eng. & Public Works Director
Chad Wolf	Parks & Recreation Director
Colby Fulfer	Chief of Staff

APPROVAL OF MINUTES

Council Member Williams moved the minutes of the February 23, 2021 City Council meeting be approved as presented. Council Member Harriman made the second.

There was a voice vote of all ayes and no nays.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Williams made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Council Member Harriman made the second.

The vote:

Yes: Flores, Harriman, Fougrousse, Powell, Williams, Watson, Overton, Lawson

No: None

RESOLUTION NO. 28-21 – MAKING THE APPOINTMENT OF ELMER RODRIGUEZ TO THE PUBLIC FACILITIES BOARD OF THE CITY OF SPRINGDALE

Mayor Doug Sprouse presented a Resolution making the appointment of Elmer Rodriguez to the Public Facilities Board of the City of Springdale.

RESOLUTION NO. ____

**A RESOLUTION MAKING AN APPOINTMENT TO THE PUBLIC
FACILITIES BOARD OF THE CITY OF SPRINGDALE**

WHEREAS, the term of Blake Hanby who held Seat #1 on the Public Facilities Board expired on January 31, 2021, and

WHEREAS, A.C.A. 14-137-108 provides that appointments for these positions will be nominated by a majority of the board and appointed by the Mayor subject to approval of the City Council, and

WHEREAS, the Public Facilities Board recommends the appointment of Elmer Rodriguez to Seat #1 to fill the expired term, this term expires January 31, 2026, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the appointment of Elmer Rodriguez as a board member to Seat #1, term expires January 31, 2026 of the Public Facilities Board is hereby approved.

PASSED AND APPROVED this ____ day of March, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Harriman moved the Resolution be adopted. Council Member Flores made the second.

The vote:

Yes: Harriman, Fougrousse, Powell, Williams, Watson, Overton, Lawson, Flores

No: None

The Resolution was numbered 28-21.

ORDINANCE NO. 5574 – AMENDING ORDINANCE NO. 5571 WHICH REZONED
PROPERTY LOCATED AT 3300 CLYDE LANE, FROM A-1 TO SF-2, AND
CONTAINED A SCRIVENER'S ERROR; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance amending Ordinance No. 5571 which was passed by the City Council on February 23, 2021. Ordinance 5571 rezoned property at 3300 Clyde Lane, from A-1 to SF-2, and contained a scrivener's error in the legal description and should be amended to correct the legal description.

After reading the title of the Ordinance, Council Member Overton moved the Ordinance “Do Pass”. Council Member Williams made the second.

The vote:

Yes: Fougrousse, Powell, Williams, Watson, Overton, Lawson, Flores, Harriman

No: None

Council Member Overton moved the Emergency Clause be adopted. Council Member Williams made the second.

The vote:

Yes: Powell, Williams, Watson, Overton, Lawson, Flores, Harriman, Fougrousse

No: None

The Ordinance was numbered 5574.

ORDINANCE NO. 5575 – AMENDING ARTICLE 4, SECTION 5 OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE (SEED – SPRINGDALE ELECTIVE ENHANCEMENT DISTRICT); AND DECLARING AN EMERGENCY

Planning Director Patsy Christy presented an Ordinance amending Article 4, Section 5 of the Zoning Ordinance of the City of Springdale, by adding a new special zoning district to be known as the Springdale Elective Enhancement District.

A public hearing was held before the Springdale Planning Commission on March 2, 2021.

The Springdale Elective Enhancement District (SEED) is a special zoning district designed to unify outlying neighborhoods of the downtown Springdale area into the thriving, livable community vision set forth within the Downtown District Form-Based Code by establishing a framework for incremental progress towards an application of the Downtown District Form-Based Code in a specifically outlined area.

The SEED district provides developers and property owners with the tools and creative flexibility found within the Downtown District Form-Based Code in areas of the city which are currently regulated under the traditional zoning boundaries. By allowing for high quality development which serves the growing need for a variety of housing options and overly housing affordability, the SEED district creates increased opportunity for infill-focused development.

The SEED district is designed to promote quality infill that exhibits sustainable construction and excellence through architectural design, preserving significant aspects of the natural character of the land creating cohesive and engaging communities through the use of pedestrian oriented design elements. With the ability to use single or multiple land use activities organized in a comprehensive manner developers and business owners are able to better serve the needs of the community while keeping with the context of the surrounding neighborhood.

The SEED district permits flexibility in the choice of building envelope standards along with building development standards that places a primary emphasis on physical form and placemaking, with a secondary focus on land uses as outlined and contained in the adopted Downtown District Form-Based Code, as amended from time to time.

Similar to the Planned Unit Development (PUD) district, the SEED district is established to permit the development and zoning review into one process. The combined review permits a development proposal to be acted upon simultaneously by the developer and the city to effectively regulate in a cohesive, consistent, and predictable manner. The SEED development remains intact even if transfer in ownership occurs and represents a joint commitment by both the developer and the city.

After reading the title of the Ordinance, Council Member Williams moved the Ordinance “Do Pass”. Council Member Overton made the second.

The vote:

Yes: Williams, Watson, Overton, Lawson, Flores, Harriman, Fougrousse, Powell,

No: None

Council Member Powell moved the Emergency Clause be adopted. Council Member Harrington made the second.

The vote:

Yes: Watson, Overton, Lawson, Flores, Harriman, Fougrousse, Powell, Williams

No: None

The Ordinance was numbered 5575.

ORDINANCE NO. 5576 – AMENDING CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS, THE DOWNTOWN DISTRICT FORM BASED CODE; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

Planning Director Patsy Christie presented an Ordinance amending Chapter 32 of the Code of Ordinances of the City of Springdale, Arkansas, the Downtown District Form Based Code; declaring and emergency and for other purposes.

Chapter 32 of the Code of Ordinances of the City of Springdale, Arkansas, contains the Downtown District Form Based Code for the City of Springdale, Arkansas, and there are come revisions that need to be made to the property boundaries.

A public hearing was held before the Springdale Planning Commission on March 2, 2021.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance “Do Pass”. Council Member Powell made the second.

The vote:

Yes: Overton, Lawson, Flores, Harriman, Fougrousse, Powell, Williams, Watson

No: None

Council Member Powell moved the Emergency Clause be adopted. Council Member Flores made the second.

The vote:

Yes: Lawson, Flores, Harriman, Fougrousse, Powell, Williams, Watson, Overton

No: None

The Ordinance was numbered 5576.

RESOLUTION NO. 29-21 – AUTHORIZING THE EXPENDITURE OF FUNDS TO
ACQUIRE A PORTION OF LAND FROM KARLEEN KING FOR THE 40TH STREET
PROJECT (FALCON ROAD TO SPRING CREEK BRIDGE), PROJECT NO. 18BPS4

Council Member Jeff Watson presented a Resolution authorizing the expenditure of funds to acquire a portion of land from Karleen King for the 40th Street Project, Falcon Road to Spring Creek Bridge, Project No. 18BPS4.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF
FUNDS TO ACQUIRE A PORTION OF LAND FROM KARLEEN
KING, FOR THE 40TH STREET PROJECT (FALCON ROAD TO
SPRING CREEK BRIDGE), PROJECT NO. 18BPS4.**

WHEREAS, the City of Springdale is in need of acquiring a portion of two tracts of land for the 40th Street Project (Falcon Road to Spring Creek Bridge), Project No. 18BPS4, Tracts 22 and 22A, said lands being owned by Karleen King;

WHEREAS, the City of Springdale has determined by appraisal that the sum of \$8,000.00 is the estimated just compensation for the property needed from Ms. King;

WHEREAS, the property owner has extended a counter-offer that the City pay the sum of \$12,740.00 to acquire the lands needed for the project, said amount being based on an increase in the market value of the property since the City's appraisal was conducted, and valuing both tracts of property equally;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$4,740.00 to acquire the property needed from Karleen King, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire a portion of two tracts of land for the 40th Street Project (Falcon Road to Spring Creek Bridge), Project No. 18BPS4, Tracts 22 and 22A, said lands being owned by Karleen King, for the total sum of \$12,740.00 to be paid from the 2018 Street Bond Program.

PASSED AND APPROVED this ____ day of March, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Council Member Powell moved the Resolution be adopted. Council Member Harriman made the second.

The vote:

Yes: Flores, Harriman, Fougrousse, Powell, Williams, Watson, Overton, Lawson

No: None

The Resolution was numbered 29-21.

**RESOLUTION NO. 30-21 – AUTHORIZING THE CITY ATTORNEY TO SETTLE A
CONDEMNATION LAWSUIT WHEREIN KARLEEN KING IS DEFENDANT**

Council Member Jeff Watson presented a Resolution authorizing the City Attorney to settle a condemnation lawsuit wherein Karleen King is defendant and the City of Springdale approves the additional sum of \$4,800.00.

The City of Springdale has filed a lawsuit against Karleen King to condemn multi-use trail easements across property owned by Karleen King for the Spring Creek Trail Extension (Project ST1901), Tract 2.

The condemnation lawsuit will be settled for the total sum of \$51,500.00, with the additional \$4,800.00 to be paid from the City's Street Fund.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO
SETTLE A CONDEMNATION LAWSUIT WHEREIN KARLEEN
KING IS DEFENDANT.**

WHEREAS, the City of Springdale has filed a lawsuit against Karleen King to condemn multi-use trail easements across property owned by Karleen King for the Spring Creek Trail Extension (Project ST1901), Tract 2;

WHEREAS, the City of Springdale deposited the sum of \$46,700.00 into the Registry of the Court as estimated just compensation for the multi-use trail easements across the property;

WHEREAS, the property owner has extended a counter-offer that the City pay the sum of \$51,500.00 to acquire the lands needed for the project, said amount being based on compensation for additional trees located outside the acquisition area, but which need to be removed for the Project;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$4,800.00 to acquire the property needed from Karleen King, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR
THE CITY OF SPRINGDALE, ARKANSAS**, that the City Attorney is hereby authorized to settle the Karleen King condemnation lawsuit for the total sum of \$51,500.00, with the additional \$4,800.00 to be paid from the City's Street Fund.

PASSED AND APPROVED this ____ day of March, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Council Member Powell moved the Resolution be adopted. Council Member Harriman made the second.

The vote:

Yes: Harriman, Fougrousse, Powell, Williams, Watson, Overton, Lawson, Flores

No: None

The Resolution was numbered 30-21.

RESOLUTION NO. 31-21 – AUTHORIZING THE TRANSFER OF PROPERTY TO TRAVEL AND TRANSPORTATION INTERNATIONAL LLC.

Council Member Jeff Watson presented a Resolution authorizing the transfer of property to Travel and Transportation International LLC.

The City needs to acquire easements over and across property owned by Travel & Transportation International, LLC, located at 4200 S. 56th Street in connection with the 56th Street South, Phase 1 (Project No. 18BPS11, Tract 7). The appraised value of this property is \$4,300.00.

The City owns property containing 998 square feet which is adjacent to the property owned by Travel & Transportation International, LLC, and is an uneconomic remnant. Travel & Transportation International, LLC, has requested this piece of property be transferred to it as part of the just compensation for the easements needed for the Project.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE TRANSFER
OF PROPERTY TO TRAVEL & TRANSPORTATION
INTERNATIONAL, LLC.**

WHEREAS, the City is needing to acquire easements over and across property owned by Travel & Transportation International, LLC, located at 4200 S. 56th Street in connection with the 56th Street South, Phase 1 (Project No. 18BPS11, Tract 7)("the Project");

WHEREAS, the appraised value of the easements needed by the City across the Property is \$4,300.00;

WHEREAS, the City owns real property containing 998 square feet, more less ("the Property"), which is adjacent to the property owned by Travel & Transportation International, LLC, and is an uneconomic remnant (and as shown on the attached Exhibit "A");

WHEREAS, Travel & Transportation International, LLC, has requested that the Property be transferred to it as part of the just compensation for the easements needed for the Project;

WHEREAS, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell or transfer real property it owns, subject to approval by the City Council;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to effect the transfer of the Property to Travel & Transportation International, LLC, less and except all easements as currently existing, and less and except all easements needed by the City over and across the Property for the Project, and said property shall constitute the payment of just compensation to Travel & Transportation International, LLC, for

easements needed by the City over and across property owned by Travel & Transportation International, LLC, for the 56th Street South, Phase 1 (Project No. 18BPS11, Tract 7).

PASSED AND APPROVED this ____ day of March, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

Council Member Powell moved the Resolution be adopted. Council Member Williams made the second.

The vote:

Yes: Fougrousse, Powell, Williams, Watson, Overton, Lawson, Flores, Harriman

No: None

The Resolution was numbered 31-21.

RESOLUTION NO. 32-21 – AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF SPRINGDALE TO ACCEPT A GIFT OF LAND FROM FELLOWSHIP CLUB INC.

Council Member Mike Lawson presented a Resolution authorizing the Mayor and City Clerk of the City of Springdale to accept a gift of land from Fellowship Club Inc. This gift of land will greatly assist with the maintenance and preservation of the Razorback Greenway Trail.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK OF THE CITY OF SPRINGDALE TO ACCEPT A GIFT OF LAND FROM FELLOWSHIP CLUB, INC.

WHEREAS, Fellowship Club, Inc., is desirous of making a gift of land to the City of Springdale, Arkansas, said land being more particularly described as follows:

Part of the Northwest Quarter (NW 1/4) of Section Thirty-six (36) in Township Eighteen (18) North, of Range Thirty (30) West, Washington County, Arkansas, and being more particularly described as follows, to-wit: Commencing from the Southeast Corner of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-six (36), Township Eighteen (18) North, Range Thirty (30) West, run North 984.0 feet to the Point of Beginning; said point being on the centerline of Shiloh Street; thence along said centerline the following bearings and distances: North 06°40'59" West 93.09 feet; North 16°50'51" West 142.60 feet; North 23°44'11" West 79.08 feet; North 12°08'51" West 59.65 feet; thence North 05°18'29" East 52.20 feet; North 13°39'49" East 63.85 feet; North 9°41'49" East 92.65 feet; North 1°46'09" East 389.05 feet; North 3°43'51" West 176.67 feet; North 1°45'52" East 180.25 feet; thence leaving said centerline North 87°32'34" West 227.72 feet; thence North 89°45'59" West 280.39 feet to the centerline of Spring Street; thence along said centerline the following bearings and distances: South 22°58'12" East 101.07 feet; South 0°37'55" West 173.90 feet; South 2°33'14" East 118.62 feet; South 16°47'58" East 93.27 feet; South 56°23'23" East 247.24 feet; South 33°48'29"

East 88.86 feet; South 8°01 '35" East 226.07 feet; South 5°50'52" East 115.97 feet; South 12°24'31" East 144.28 feet; South 25°13'23" East 107.59 feet; South 63°34'40" East 131.23 feet to the Point of Beginning, containing 8.30 acres, more or less.

Washington County Tax Parcel No. 815-28343-001

WHEREAS, this gift of land will greatly assist with the maintenance and preservation of the Razorback Greenway Trail.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are authorized to accept the donation of the above described property from Fellowship Club, Inc., upon proof being provided that the above-described property will be transferred with good and clear title.

PASSED AND APPROVED this ____ day of March, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

Council Member Harriman moved the Resolution be adopted. Council Member Flores made the second.

The vote:

Yes: Powell, Williams, Watson, Overton, Lawson, Flores, Harriman, Fougrousse

No: None

The Resolution was numbered 32-21.

RESOLUTION NO. 33-21 – AUTHORIZING THE TRANSFER OF REAL PROPERTY TITLED IN THE NAME OF THE CITY OF BETHEL HEIGHTS TO THE CITY OF SPRINGDALE

Council Member Mike Lawson presented a Resolution authorizing the transfer of real property titled in the name of the City of Bethel Heights to the City of Springdale.

A special election was held on August 11, 2020, in accordance with Ark. Code Ann. §7-11-201 *et seq.*, in the City of Springdale, Washington County, Arkansas, in the City of Springdale, Benton County, Arkansas, and in the City of Bethel Heights, Arkansas, on the question of the consolidation of the City of Bethel Heights, Arkansas, into the City of Springdale, Arkansas. A majority of the votes cast in the August 11, 2020, special election were in favor of the consolidation of the City of Bethel Heights, Arkansas, into the City of Springdale, Arkansas. Now it is necessary to change the ownership of the property from the City of Bethel Heights to the City of Springdale.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY TITLED IN THE NAME OF THE CITY OF BETHEL HEIGHTS TO THE CITY OF SPRINGDALE.

WHEREAS, a special election was held on August 11, 2020, in accordance with Ark. Code Ann. §7-11-201 *et seq.*, in the City of Springdale, Washington County, Arkansas, in the City of Springdale, Benton County, Arkansas, and in the City of Bethel Heights, Arkansas, on the question of the consolidation of the City of Bethel Heights, Arkansas, into the City of Springdale, Arkansas;

WHEREAS, a majority of the votes cast in the August 11, 2020, special election were in favor of the consolidation of the City of Bethel Heights, Arkansas, into the City of Springdale, Arkansas, pursuant to Ark. Code Ann. §14-40-1201, *et seq.*,

WHEREAS, on August 21, 2020, the Benton County Judge and the Washington County Judge each issued an Order certifying the results of the special election, declaring and consummating the consolidation of the City of Bethel Heights into the City of Springdale, declaring the name of the consolidated municipality to be the City of Springdale, and declaring that the inhabitants thereof shall in all respects be citizens of the City of Springdale, all pursuant to Ark. Code Ann. §14-40-1203(b)(1)(A)(i);

WHEREAS, according to the land records of the Benton County Assessor's Office, the City of Bethel Heights owns several parcels of real property ("the Property") now located in the City of Springdale, Arkansas, and as shown on the map attached hereto as Exhibit "A" and incorporated herein by reference;

WHEREAS, it is necessary to change the ownership of the Property from the City of Bethel Heights to the City of Springdale;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to affect the transfer of ownership of all real property titled in the name of the City of Bethel Heights to the City of Springdale.

PASSED AND APPROVED this ____ day of March, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

Council Member Flores moved the Resolution be adopted. Council Member Lawson made the second.

The vote:

Yes: Williams, Watson, Overton, Lawson, Flores, Harriman, Fougrousse, Powell

No: None

The Resolution was numbered 33-21.

COUNCIL COMMENTS

Council Member Watson asked that a few issues be addressed along the trails such as pea gravel, cross stop light not working and a sofa lying out beside the trail

Mayor Sprouse asked Director Baldwin to look into these issues.

SPRINGDALE CITY COUNCIL
MARCH 9, 2021

Director Brad Baldwin gave an update on Downum Road and Robbins Road repairs and Pump Station Bridge.

2021 "STATE OF THE CITY" ADDRESS BY MAYOR DOUG SPROUSE

Mayor Doug Sprouse gave his "State of the City" address following City Council business. (On file in City Clerk's Office)

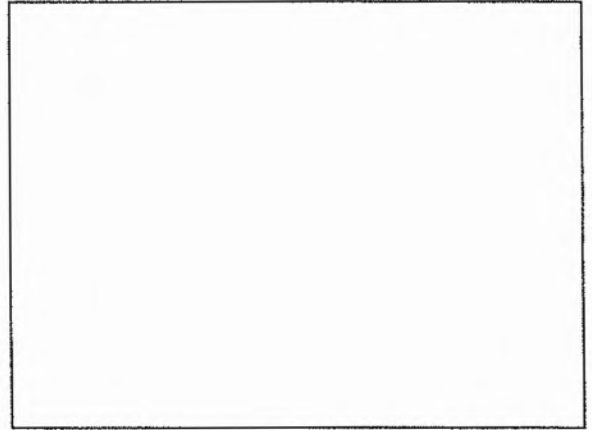
ADJOURNMENT

Council Member Overton made the motion to adjourn. Council Member Lawson made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 6:35 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO PLANNED UNIT DEVELOPMENT (PUD) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of March 2, 2021 for hearing the matter of a petition of Brian and Melonie Moore Trust, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Planned Unit Development (PUD).

Layman's Description: 7655 West Gibbs Road

Legal Description: PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4, N03°08'21"E A DISTANCE OF 659.28 FEET TO A FOUND 5/8 INCH REBAR IN WEST GIBBS ROAD AND THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE AND WEST GIBBS ROAD, N86°26'38"W A DISTANCE OF 550.19 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP; THENCE N03°50'22"E A DISTANCE OF 394.00 FEET TO A FOUND 5/8 INCH REBAR; THENCE S86°26'00"E A DISTANCE OF 545.38 FEET TO A POINT ON THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4 IN SAID WEST GIBBS ROAD; THENCE ALONG SAID EAST LINE AND WEST GIBBS ROAD, S03°08'21"W A DISTANCE OF 393.91 FEET TO THE POINT OF BEGINNING, CONTAINING 4.95 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF WEST GIBBS ROAD ON THE EAST SIDE THEREOF AND ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD OR FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to Planned Unit Development (PUD) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to Planned Unit Development (PUD)

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

**DECLARATION OF COVENANTS OF ASSURANCE
AND RESTRICTIONS OF THE CADENCE CROSSING
SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS**

KNOW ALL MEN BY THE PRESENTS:

WITNESS:

WHEREAS, the undersigned is the owner of all of property referenced in Exhibit A, attached hereto and incorporated herein, which property has been subdivided into the lots of Cadence Crossing Subdivision to the City of Springdale and is reflected upon a plat of said subdivision which plat, on _____, 2021 was recorded and filed in the Plat Records of Washington County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and bears document number _____, and which plat is made a part of this Declaration, by reference, and this Declaration is likewise made a part by reference of said plat; and,

NOW, THEREFORE, the Developer declares that the real property described herein, and the soon-to-be-created lots on such property and in said Cadence Crossing Subdivision, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth or as hereinafter changed or amended.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

1.1. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located and situated in Washington County, Arkansas, and which subdivision is located on the following lands, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

ARTICLE II

DEFINITIONS

2.1. The following terms as used in this Declaration of Covenants of Assurance and Restrictions are defined as follows:

- a. "Declaration" means this Declaration of Covenants of Assurance and Restrictions for Cadence Crossing Subdivision to the City of Springdale, Arkansas.
- b. "Property" means the Cadence Crossing Subdivision to the City of Springdale, Arkansas, as the same may be shown on the plat referenced hereinabove and recorded in Washington County, Arkansas.

Cadence Crossing Subdivision
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- c. "Lot" means any numbered Lot designated on the Plat of the property, except as may be herein excepted.
- d. "Plat" means the map of the plat of Cadence Crossing Subdivision to the City of Springdale, Arkansas, as it is recorded.
- e. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot subject to this Declaration, except that such term shall not mean Developer regardless of whether Developer has a fee simple interest in any lot.
- f. "Developer" shall mean and refer to Chancad, LLC.
- g. "Subdivision" shall mean Cadence Crossing Subdivision to the City of Springdale, Arkansas, as per plat on file in the office of the Circuit Clerk, and Ex-Officio Recorder of Washington County, Arkansas.
- h. "Association" shall mean and refer to Cadence Crossing Homeowners Association, organized and existing pursuant to the laws of the State of Arkansas.
- i. "Common Properties" shall mean and refer to those real properties owned by or hereafter acquired by the Association including, but not limited to, any Detention Basins, as the same are shown on the Plat. Common properties are intended to be devoted to the common use and enjoyment of owners of the properties. The Association shall maintain all Common Properties.
- j. "ARC" shall mean and refer to the Architectural Review Committee as established and maintained by the Association. Initially, the ARC shall consist of members of Chancad, LLC, who shall serve until their resignation. Should anyone from Chancad, LLC resign, the person to replace them shall be determined by a majority vote of Lot Owners with Developer having votes as provided in Section 3.18. The Association may change the number and composition of the ARC by a majority vote of Lot Owners with Developer having votes as provided in Section 3.18.

ARTICLE III

RESTRICTIONS ON RESIDENTIAL LOTS

3.1. Fences: Only fences constructed of wood or wrought iron may be installed. There shall be no other fences allowed. In no event shall any fence be built which would detract from the appearance or obstruct visibility of the entry signs to the Property. All privacy fences

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shall be constructed so that the framing shall be toward the inside of the Owner's Lot and shall be constructed at a height of six (6) feet to maintain uniformity. Any fence, once constructed, must be maintained by the property owner who had it constructed or their successor-in-interest. No double fences shall be allowed.

3.2. Nuisances: No noxious or offensive activities or nuisances shall be permitted on any Lot or Parcel.

3.3. Signs: No person shall erect or maintain upon any Lot, or improvement thereto, any sign or advertisement, except a real estate sign when the property is listed for sale, provided, however, that this restriction shall not apply to Developer during development and construction of the Subdivision and shall not apply to campaign signs.

3.4. Animals: No animals shall be kept or maintained on any Lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance and all Owners shall comply with applicable laws, ordinances and regulations concerning animals.

3.5. Garbage and Refuse Disposal: No Owner shall accumulate on his or her Lot litter, refuse or garbage, except in approved receptacles. All Owners shall be required to have a mandatory trash pick up as provided or required by the City of Springdale, Arkansas. Trash shall be picked up along the alleys at the rear of the lots.

3.6. Limited Access: There shall be no access to any Lot on the perimeter except from designated streets or roads within the Subdivision.

3.7. Drilling and Mining: No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

3.8. Communication Towers and Satellite Dishes: No communications mast, tower, or structure may be installed on any Lot, except that satellite dishes may be installed only on the rear roof of a dwelling and shall not exceed the height of the lowest roof ridge line of such dwelling.

3.9. Parking on the Streets: Parking shall be allowed along both sides of the central street in front of lots 8 through 27. Parking shall not be allowed along the portion of the central street between lots 3 and 4. No parking is allowed along the alleys. No vehicles may be parked in front yards at any time. No semi-trailer trucks or commercial vehicles shall be allowed to park in the Subdivision, either on the streets or on the Lots, provided, however, that this restriction shall not apply to Developer during construction and development of the Subdivision. Moving trucks shall be allowed on a short-term basis.

3.10. Recreational Vehicles and Boats: Recreational and camping vehicles, trailers and boats may not be stored or parked on the Lots.

3.11. Minimum Square Footage: All Dwellings in the Subdivision shall have a minimum of eight hundred (800) square feet of heated area on the first floor, and thirteen

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hundred (1,300) square feet overall, for all floors. The minimum square footage requirements is exclusive of garages, porches, patios and decks. Irrespective of other provisions regarding amendments of these covenants, the minimum square footage requirements cannot be amended except with the express approval of the Developer and the City of Springdale.

3.12. Restriction of Type of Dwelling: There shall be no Dwellings erected on any Lot other than a detached single family dwelling having an enclosed garage.

3.13. Approval of Plans by ARC: All plans for improvements to be constructed on each Lot shall be first submitted for review and approval by the ARC. Approval by the ARC must be obtained in writing before construction of any improvement on any Lot begins and any variances to the improvement initially approved must be authorized in writing by the chairman of the ARC. Developer is exempt from this requirement to obtain written approval from the ARC.

3.14. Exterior of Dwellings: All exterior walls of all Dwellings erected on the Lots shall be finished with high quality materials. Primary building materials will include brick, stone, manufactured stone, wood, and concrete siding (such as Hardy brand). Soffits and fascia may be covered with steel, vinyl, aluminum, or concrete composition materials. All roof pitches shall be a minimum of 6/12 pitch. No metal roofs shall be permitted. Roofs shall be covered with shingles using architectural composition or better.

3.15. Lot maintenance and sod: All Lots shall be maintained, mowed and kept free of noxious weeds whether they be improved or unimproved. Further, upon construction of a dwelling, the Owner shall sod the entire Lot, provided, however, that this section shall not apply to Developer during construction and development of the Subdivision. If Owner allows grass to grow such that it is more than 4 inches high, Developer or Association, shall have the right, but not the obligation, to have it mowed without giving notice to the Owner and shall charge Seventy Five Dollars (\$75.00) or the amount it costs Developer or Association to have it mowed, whichever is greater. The Development Plan requires installation of a tree on each lot, and the homeowner shall be responsible for the tree's maintenance.

3.16. Platted easements: All Lots are subject to easements that are shown on the Plat, including, but not limited to, easements for fences and entry signs.

3.17. Covenants to Run with the Land: All covenants and restrictions set forth in this Declaration are to run with the land and shall be binding on all parties, their successors, heirs and assigns, for a period of thirty (30) years from the date this Declaration is recorded; provided, however, that any time after the date this Declaration is recorded, the covenants and restrictions may be amended at any time by the record owners of at least sixty (60) percent of the total Lots in the Subdivision. The Developer shall have four (4) votes per Lot which Developer owns. All other Lot owners shall have one (1) vote per Lot. Such amendments shall be made and executed by said record owners so as to be recorded with the registrar of deeds of Washington County, Arkansas. Any such amendments must be approved by the City of Springdale.

Provided, further, that after the expiration of the thirty (30) year period set forth above and any time within six (6) months from said expiration, a majority of the Lots, through their record owners, may express their intention, in writing, so drafted and executed as to be recorded with the registrar of deeds in Washington County, Arkansas, that they no longer care for the

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covenants, and the same shall then be terminated. Termination of covenants requires approval by the City of Springdale. In the event that no action is taken within the prescribed time, this Declaration shall continue for additional periods of ten years, and for any such ten year period, said covenants may be terminated in accordance with the terms for the original termination.

It is further provided that this Declaration may be amended after its execution, either by adding to or taking from said Declaration in their present form, providing that said amendment or amendments shall be incorporated in a written instrument executed by no less than a majority of the Lots, through their record owners, and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof. Any amendment to this Declaration requires approval by City of Springdale.

3.18. Sex Offender Restriction: No person who is required to register as a sex offender pursuant to the Sex Offender Registration Act of 1997, Arkansas Code Ann. §§12-12-901, et seq., as amended from time to time or any other similar federal, state or local law, regulation, or ordinance may rent, reside in, own or occupy any Lot or Dwelling in the subdivision either permanently or temporarily.

ARTICLE IV

HOMEOWNERS ASSOCIATION AND COVENANT AND PLAN FOR MAINTENANCE AND OTHER ASSESSMENTS

4.1. Homeowners Association: Cadence Crossing Homeowners Association (referred to herein as "Association") has been or will be formed as an unincorporated association. All Lot Owners must be members of the Association and each shall automatically become a member of the Association upon the conveyance of a lot to him or her. The Association shall be governed by By-Laws accepted and approved by the Association.

All association memberships will pass with Lot ownership in the Subdivision. All Lots will carry one (1) vote in the Association, except that the Developer shall have four (4) votes per Lot which Developer owns.

4.2. Creation of Lien: Each Owner of any Lot of the Subdivision, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) special assessments for capital improvements and other purposes, such assessments to be fixed, established and corrected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In no event shall an annual or special assessment be applicable at any time to any lot owned by the Developer and the Developer shall not be obligated to pay any annual or special assessment.

4.3. Purpose of Assessments: The assessments levied pursuant hereto by the Association shall be used for the purposes of acquisition, improvement and maintenance of the Common Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties, insurance thereon, and repair, replacement, and

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modifications thereto, and for the cost of labor, equipment, materials, management and supervision thereof. In addition, assessments may also be used for expenses related to the necessary and reasonable operation of the Association, including, but not limited to, collection of assessments and related costs and enforcement of the covenants and restrictions of the Subdivision.

4.4. Basis and Maximum of Annual Assessments: The annual assessment for each lot shall be \$50.00. An Owner's first such assessment shall be prorated and paid to the Association at closing according to time of conveyance of a Lot to the Owner. The annual assessment may be increased, as hereinafter provided, by a majority vote of the votes entitled to be cast by the members of the Association for the next succeeding "assessment year" (beginning January 1) and at the end of each such period of one year for each succeeding period of one year. At no time shall the annual assessment per lot be increased more than twenty-five percent (25%) above the prior year's annual assessment. Said annual assessment shall be payable in advance on the 1st day of January each year. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

4.5. Special Assessments for Capital Improvements: In addition to the annual assessments authorized hereinabove, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes entitled to be cast by members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at the last known address of each member at least fifteen (15) days in advance and shall set forth the purpose of the meeting.

4.6. Change in Basis of Maximum of Annual Assessments: Subject to the limitations of other sections of this Article, and for the purposes therein specified, the Association may change the maximum and basis of the assessments fixed by this Article prospectively for any such period, provided that any such change shall have the assent of 2/3 of the votes entitled to be cast by members who are voting in person or by proxy, at a meeting duly called for this purpose, where a quorum is present, written notice of which shall be mailed to all members at the last known mailing address of each voting member at least fifteen (15) days in advance and shall set forth the purpose of the meeting.

4.7. Quorum for any Action Authorized Under This Article: The quorum of any action authorized by this Article, the presence at the meeting of members, or of proxies, entitled to cast fifty percent (50%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in this Article

4.8. Late Payment of Assessments: As hereinabove provided, each annual assessment shall be due and payable on the 1st day of January of each year. In the event of default as to any payment (annual or special), and if the default is not remedied within ninety (90) days, the Association shall have the option of taking such action as permitted by law or

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equity and by this Declaration and the By-laws of the Association. An additional late charge of ten percent (10%) shall be assessed on any payment which is more than ninety (90) days delinquent. Costs of collection of the assessment, including reasonable attorney's fees therefor, shall also be assessed.

The due date of any special assessment under this Article shall be fixed in the resolution of the members of the Association authorizing such assessments, with the same option on the part of the Association in the event of default.

4.9. Duties of the Board of Directors: In addition to the other duties of the Board of Directors as may be set forth herein or in the By-laws of the Association, the said Board of Directors shall fix the date of any special assessment against each lot for any special assessment period at least thirty (30) days in advance of such special assessment, written notice of the special assessment shall thereupon be sent to every member subject thereto at the last known mailing address of such member.

The Secretary of the Association, upon demand at any reasonable time, shall furnish to any member liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.10. Effect of Non-Payment of Assessment and the Lien Remedies of the Association: If the assessments (annual or special) are not paid on the date when due, then such assessment shall be come delinquent as provided in this Article and shall, together with such interest, late charges thereon and costs of collection thereof as herein provided, thereupon become a continuing lien on the lot which shall bind such lot in the hands of the then owner, its successors, heirs, devisees, personal representatives and assigns. If the assessment is not paid as provided herein, it shall bear interest from date of delinquency at the maximum rate of interest allowed by law, not to exceed ten percent (10%) per annum, and the Association may foreclose the lien against said lot, and there shall be added to the amount of such assessment the cost of attorney fees in connection with any court proceedings arising therefrom, together with all court costs, late charges and expenses incurred by the Association.

4.11. Subordination of the Lien or Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the lots subject to assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a Decree of Foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

4.12. Suspension of Rights of Membership: Prior to the foreclosure of any lien upon any lot subject to this Declaration, the Board of Directors of the Association may elect to suspend all membership rights of any member or members of the Association who are delinquent in any payment due to the Association for more than thirty (30) days, with such suspension to continue for so long as any such delinquency exists. Further, the Board of Directors may suspend membership rights for a period not to exceed thirty (30) days for the infraction of any rules or regulations by the member, family of the member or guest of the member, relating to the use of

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any of the common properties. Suspension of membership rights shall be effective from the date that notice of suspension is mailed to the member via U.S. Certified mail, return receipt requested, postage prepaid, to the last known address of the said member.

4.13. Cancellation and Hearing: The said Board of Directors may elect to permanently cancel the membership and all membership rights of any member who is delinquent in any payment due to the Association for more than ninety (90) days or when such member, family of the member, or guest of the member are guilty of repeated or flagrant violation(s) after a hearing conducted by said Board of Directors, which notice of such hearing mailed to such member at least thirty (30) days in advance of said hearing date, and further provided that such member may appeal any such decision of said Board of Directors to the membership of the Association by such affected member calling a special meeting of the membership of the Association by notice mailed to each member at least ten (10) days in advance of the desired special meeting date, and said notice setting forth the time, date, place and purpose of said meeting. A majority vote of the votes entitled to be cast by the members of the Association attending such special meeting shall be necessary to override the decision of the Board of Directors, and all votes shall be by secret ballot. Notice shall be mailed by the member via U.S. Certified mail, postage prepaid, return receipt requested.

4.14 Detention Ponds: The Association shall have the responsibility of maintaining any Detention Ponds situated on the Common Properties and shall use assessments as provided in this Article IV for such purpose.

ARTICLE V

PROPERTY RIGHTS OF THE COMMON PROPERTIES

51. Members' Easement for Enjoyment: Subject to the provision of this article and related provisions set forth elsewhere herein, every member shall have a right of enjoyment in and to the Common Properties, subject to the rules and regulations governing such use as promulgated, from time to time, by the Association. Such right and easement shall be appurtenant to and shall pass with the conveyance of title to every lot.

52. Extent of Members' Rights of Enjoyment: The rights of easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association to borrow money for the purpose of acquiring, constructing, improving and maintaining the common properties and in aid thereof to mortgage said properties or execute a deed of trust or other instrument covering said properties. In the event of default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge service or use charges, admission and other fees as a condition to continued enjoyment by the members, and if necessary to have other relief as permitted by law; and,
- b. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and,

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- c. The right of the Association to suspend or permanently cancel the rights of any member and membership in the Association; and,
- d. The right of the Association to charge reasonable service or use charges, admission and other fees for the use, service and enjoyment of the common properties; and,
- e. The right of the Association to limit the number of members per lot who may be entitled to the benefit of the easement of enjoyment as to the common properties by reason of ownership of a lot; and
- f. The right of individual members to have exclusive use of any of the common properties as from time to time may be granted by the Board or its designate;
- g. The right of the Association to pass and enforce rules and regulations related to use, control and maintenance of the common properties and the areas situate thereon.

ARTICLE VI

MISCELLANEOUS

6.1. Violations: If the parties hereto, or their heirs, successors or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any Lot or Lots in the Subdivision, as well as the Association, to prosecute any violation or attempted violation of any such covenant or restriction, either to prevent the person from doing so or to recover damages or other penalties and costs, including reasonable attorney's fees for such violation.

6.2. Notices: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

6.3. Severance: Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any other provisions herein contained.

6.4. Waiver: Failure of any of the parties, their heirs, successors or assigns, to exercise any of the options contained herein upon breach by the other party, its heirs, successors or assigns, subject to this Declaration, shall not constitute a waiver of that party's right to exercise such option upon future breach.

6.5 Any changes to these covenants shall require City Council approval.

Cadence Crossing Subdivision
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IN WITNESS WHEREOF, the undersigned has set its hand and seal this _____ day of _____, 2021.

DEVELOPER:

By: _____

_____, Member

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, appeared in person the within named _____, to me personally known, who stated that he was a Member of _____, an Arkansas limited liability company, and was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this _____ day of _____, 2021.

My Commission Expires:

Notary Public

Cadence Crossing Subdivision
Declaration of Covenants of Assurance

**EXHIBIT "A" TO
DECLARATION OF COVENANTS OF ASSURANCE
AND RESTRICTIONS OF
THE CADENCE CROSSING SUBDIVISION
IN THE CITY OF SPRINGDALE**

SURVEY DESCRIPTION PARCEL NO. 815-33683-120:

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4, N03°08'21"E A DISTANCE OF 659.28 FEET TO A FOUND 5/8 INCH REBAR IN WEST GIBBS ROAD AND THE **POINT OF BEGINNING**; THENCE LEAVING SAID EAST LINE AND WEST GIBBS ROAD, N86°26'38"W A DISTANCE OF 550.19 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP; THENCE N03°50'22"E A DISTANCE OF 394.00 FEET TO A FOUND 5/8 INCH REBAR; THENCE S86°26'00"E A DISTANCE OF 545.38 FEET TO A POINT ON THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4 IN SAID WEST GIBBS ROAD; THENCE ALONG SAID EAST LINE AND WEST GIBBS ROAD, S03°08'21"W A DISTANCE OF 393.91 FEET TO THE **POINT OF BEGINNING**, CONTAINING 4.95 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF WEST GIBBS ROAD ON THE EAST SIDE THEREOF AND ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD OR FACT.

**Development Plan for
CADENCE CROSSING P.U.D.
Planned Unit Development
March 12, 2021**

NOTE: The approved final development plan shall be binding on all subsequent owners of the land until revised or repealed as authorized in Chapter 130 of the Springdale Code of Ordinances.

General Eligibility and Staging Requirements

1. Location: The intent is to apply the PUD district to the approximately 5.0 acres included in the project, all of which are within the municipal limits of Springdale. The Comprehensive Land Use Plan designates this area for Medium Density Residential.
2. Ownership: The property is owned by the Brian and Melonie Moore Trust, u/t/d March 5, 2010. Warranty deed 2014-14026 establishing current ownership is included in the application materials.
3. Project size: The subject property is 5.0 acres in size. A variance of the required 10 acre minimum size for a PUD is requested.
4. Staging: The 5.0 acres shown in the attached plans represents the entirety of the project. The developer does not anticipate bringing any additional/other properties into the PUD.

Project will be constructed as a single phase.

Developer intends to begin construction as quickly as is practical once construction plans are approved by all appropriate regulatory entities. Anticipated timeframe to complete infrastructure construction is eighteen months from City Council PUD approval.

APPLICATION REVIEW PROCEDURES

1. Three Phases:
 - a. A preapplication conference with planning and community development staff. – A pre-application conference has been held with the planning department staff.
 - b. The preliminary development plan is submitted for review and approval by the planning department staff along with the preliminary plat, rezoning application, and other supporting materials. Following staff review and revisions, revised application materials will be reviewed and potentially approved by Planning Commission and City

Council.

- c. Final development plan approved as a whole or in phases by the planning commission and city council following its review for conformity with the preliminary development plan.

The final development plan shall be approved prior to the issuance of any building permits within any portion of the planned unit development and shall be recorded prior to the issuance of a building permit.

5. Civil Engineer & Land Surveyor: Engineering Services, Inc., 1207 South Old Missouri Road, Springdale, AR 72764, (479) 751-8733, bmurray@engineeringservices.com.

6. Size: Subject property is 5.0 acres in size. Legal description of the property is included below:

SURVEY DESCRIPTION PARCEL NO. 815-33683-120:

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4, N03°08'21"E A DISTANCE OF 659.28 FEET TO A FOUND 5/8 INCH REBAR IN WEST GIBBS ROAD AND THE **POINT OF BEGINNING**; THENCE LEAVING SAID EAST LINE AND WEST GIBBS ROAD, N86°26'38"W A DISTANCE OF 550.19 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP; THENCE N03°50'22"E A DISTANCE OF 394.00 FEET TO A FOUND 5/8 INCH REBAR; THENCE S86°26'00"E A DISTANCE OF 545.38 FEET TO A POINT ON THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4 IN SAID WEST GIBBS ROAD; THENCE ALONG SAID EAST LINE AND WEST GIBBS ROAD, S03°08'21"W A DISTANCE OF 393.91 FEET TO THE **POINT OF BEGINNING**, CONTAINING 4.95 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF WEST GIBBS ROAD ON THE EAST SIDE THEREOF AND ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD OR FACT.

7. Project Name: Cadence Crossing Planned Unit Development

8. Site Plan: Drawings are attached illustrating the subdivision layout, typical setbacks, connectivity, green space, and landscaping.

1. Development Strategy – Intent is to develop a 5.0 acre site as a PUD with twenty-six single-family residential lots. The entire subdivision will be residential with no commercial uses proposed or allowed. Developer intends to build and sell or lease homes on all lots. However, developer reserves the right to sell lots as market conditions warrant.

All homes will face either the central primary street or toward Gibbs Road and all will include

rear load garages with driveway access from the alleyways which run along the rear of the lots.

Typical lot size is 35' wide by 100'-110' feet long.

2. Permitted Uses: The entire development will be strictly residential in nature. No commercial or industrial uses are proposed or allowed for this development. Specific Use Units allowed in Cadence Crossing PUD are:

- Use Unit 1 – Citywide Public Uses by Right
- Use Unit 4 – Cultural, Recreational, and Health Facilities
- Use Unit 8 – Single Family Dwellings
- Use Unit 9 – Zero Lot Line
- Use Unit 34 – Model Home/Temporary Marketing Office

3. Site Development Requirements

A) Density, Bulk, Area and Yard Regulations

Density – 26 Single Family Lots / 5.0 Acres = 5.2 Units / Acre

Green Space (15% Minimum by City Code)
1.0 Acres Provided / 5.0 Acres = 20% Provided

Lot size - Single Family Residential: 35' Wide x 100'-110' Deep Typical

B) Building Setbacks

Front Setback:	10 Feet
Side Setback:	10 Feet on One Side and 0 Feet on Other Side
Rear:	15 Feet

CADENCE CROSSING PUD CONCEPT AND NARRATIVE

Applicant proposes a Planned Unit Development (PUD) with 26 single family residential lots on 5.0 acres in northwest Springdale. The subject property is 7655 West Gibbs Road, Washington County Parcel 815-33683-120, which is situated along the west side of West Gibbs Road and approximately 600 feet north of Har-Ber Avenue.

This property is designated for Medium Density Residential use on the City's Comprehensive Land Use Plan.

The intent of the development is to provide twenty-six rear load, single family homes along a central, primary street. The development includes a large open green space area at the south end with parking, a play structure, picnic benches, and barbecue grill.

The project is being proposed as a Planned Unit Development to provide a style of housing not widely available in the area. The lots and houses in this development will be similar to those found along the west end of Har-Ber Meadows PUD between Jones Road and JTL Parkway. These houses feature an attractive streetscape due to the reduced front building setback and absence of front load garages, with utility pedestals, trash collection, and driveways out of sight behind the homes. Developer is seeking to create a similar aesthetic in the proposed development. The proposed PUD will include houses with a single side yard and with rear load garages accessing rear alleyways in a similar configuration to the Har-Ber Meadows houses. The spacing of houses, reduced front yards, and absence of driveways along the primary street will create an inviting space with a strong sense of community. It is difficult to achieve this concept within the City's standard zoning districts.

It is not anticipated the development will strain public services or infrastructure in the area. This area includes multiple schools, shopping, eating, health care, and other services a short distance from the proposed development. Fire Station 7 is located less than half a mile from the subject property. Har-Ber Avenue, Jones Road, Highway 112, and Highway 412 are all major vehicular corridors near the development. An existing 8" gravity sewer main is located at the southeast corner of the development, and an existing 6" water main runs along the east side of Gibbs Road. Due to the relatively small number of new homes proposed, the abundance of services available in the area, and level of infrastructure present, the proposed development is not anticipated to strain City services or adversely impact surrounding properties.

Proposed building setbacks within the PUD are not typical of standard residential zoning districts in the City. The proposed setbacks will allow the single family homes to be built on the lots as shown in the Preliminary Plat with a single side yard on one side and reduced front yards to emulate the look and feel of the Har-Ber Meadows homes discussed above.

The front building setback is proposed to be ten feet, which is significantly less than the typical Springdale residential setback of thirty feet. However, since the homes all feature rear load garages, one of the primary reasons for needing a large front setback (sufficient driveway length to avoid vehicles in driveways blocking sidewalks/streets) is removed in this development. The

proposed setbacks will still allow for a substantial front yard and landscaping for these units and provide space for water and sewer infrastructure.

Each lot will have a zero foot side setback along one side and a ten foot side setback along the other. The plat will indicate which side of each lot is subject to the ten foot wide side setback. This will allow for homes to be built on the proposed lots with a zero lot line configuration on one side and provide at least a ten foot wide yard on the other side, which is an important element of the overall concept for this development.

Rear setbacks are proposed to be fifteen feet, which is identical to the rear setback for lots 24 through 35 in Har-Ber Meadows, Phase XVIII.

Each home is required to have a rear load garage with capacity for at least two vehicles. Front loading garages or direct driveway access to West Gibbs Road or the central street are prohibited. The covenants will provide requirements regarding any accessory structures to be placed on the lots.

Primary use of the development is single family homes, with no commercial or industrial use units allowed in the development. The following specific use units will be allowed in the development:

Use Unit 1 – Citywide Public Uses by Right
Use Unit 4 – Cultural, Recreational, and Health Facilities
Use Unit 8 – Single Family Dwellings
Use Unit 9 – Zero Lot Line
Use Unit 34 – Model Home/Temporary Marketing Office

Covenants shall specify exterior building material requirements, all of which will be required to be high quality materials. Primary building materials will include brick, stone, manufactured stone, wood, and concrete siding (such as Hardy brand). Vinyl shall be allowed for soffit or fascia.

Developer intends to build then sell or lease homes on all lots. However, depending on market demand, developer reserves the right to sell lots. Plans and elevations of sample single family homes, which are similar in appearance/materials to the types of homes developer will build in this subdivision are enclosed with this development plan. To facilitate marketing and selling homes, developer may operate a temporary sales office and up to two model homes at a time in the development.

Covenants shall include various provisions to ensure the pleasing appearance of the neighborhood is maintained and which are typical of many developments. These shall include, but not be limited to, requirements related to fences, yard maintenance, and storing trash cans out of sight from the road.

The residents of the PUD will have access to several amenities. The development will have sidewalks along the central street and along Gibbs Road. 20% of the property will be reserved

March 12, 2021

Cadence Crossing PUD Development Plan

Page 6

as a large open POA lot with parking, a tot-lot with play structure, picnic benches, and barbecue grill. An access easement between lots mid-block will allow pedestrians to access the POA lot from the central street without having to walk to the end of the development.

Home builder will be responsible for installation of one tree per lot during house construction. Installation of the tree is a requirement prior to issuance of Certificate of Occupancy, and the homeowner shall be responsible for the tree's maintenance. Developer will install trees and landscaping in common areas as shown on landscape plans. Builder and developer shall provide a standard one year warranty for each tree they install. All trees installed by developer and/or home builder shall be one of the following species:

- Alle Elm (*Ulmus americana*)
- Northern Red Oak (*Quercus rubra*)
- Shumard Oak (*Quercus shumardii*)
- Sugar Maples (*Acer saccharum*)
- Chinese Pistache (*Pistachia chinensis*)

There are three types of street sections proposed to be constructed in the subdivision.

- A) East Section of Street A: The portion of Street A between Gibbs Road and the first intersection with the alleyways has no lots fronting it and includes a landscaped median with curb and gutter through the middle of the street. This portion of the street will have a 60' wide right-of-way and measure 50' from back of curb to back of curb. Sidewalk will be installed along both sides of the street. No parking is allowed on this portion of the street.
- B) West Section of Street A: The portion of Street A between the two intersections with alleyways has lots fronting the street and does not include a median. This portion of the street will have a 53' wide right-of-way with 5' sidewalks and 7' parking lanes along each side of the street.
- C) Alley A and Alley B: The proposed alleys will be 15' wide and have a 20' wide right-of-way. No curb and gutter or sidewalks are proposed for the alleys and parking on the alleyways is prohibited.

In addition to the interior streets, the project will also include improving the west side of West Gibbs Road to master street plan requirements. This will include dedicating right-of-way, widening the street, adding curb and gutter, installing sidewalk, and installing drainage improvements where necessary.

Project includes a single street connection to West Gibbs Road.

Signage for the subdivision will consist of a single monument sign in the median of the central street near the intersection with Gibbs Road. The exterior of the sign will be constructed with primarily stone, brick, and/or metal. The developer will install landscaping around the sign in accordance with the landscape plan.

March 12, 2021
Cadence Crossing PUD Development Plan
Page 7

Developer intends to begin construction as quickly as possible once the PUD and construction plans are approved. It is anticipated that construction of subdivision infrastructure will be complete within eighteen months of City Council approval of the PUD.

The property is in the A-1 zoning district, as are the adjacent properties to the west, north, and east. The adjacent property to the south is SF-2, and the adjacent property diagonally to the southeast is SF-1.

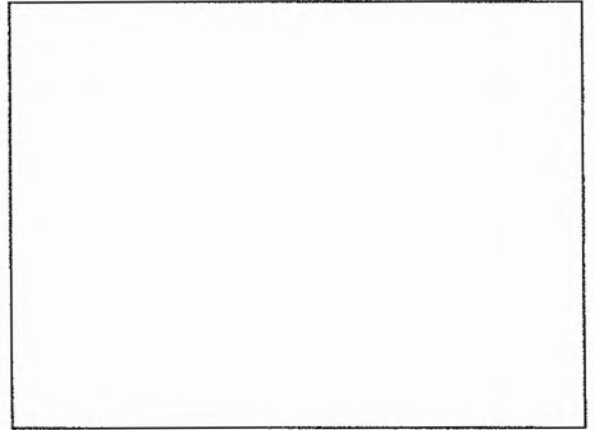
The proposed development is compatible with existing and future land uses in this area. The development consists of single family residential lots, which is the dominant land use in this area. There are several existing residential developments in the vicinity, most of which are in the SF-2 district. It is compatible with the nearby institutional uses, which include Hellstern Middle School and Har-Ber High School. Other nearby properties that have not been developed and remain in the A-1 district appear to be primarily single family as well.



0 30 60 120 180 240
 Feet
 For Location Reference Only

FILE NO. R21-04
APPLICANT: Brian and Melonie Moore
REQUEST: Rezone parcels from A-1 to PUD

PLANNING COMMISSION MEETING
 February 2, 2021



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO THOROUGHFARE COMMERCIAL DISTRICT (C-5) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of March 2, 2021 for hearing the matter of a petition of Luke Hammond, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Thoroughfare Commercial District (C-5).

Layman's Description: 3444 Wagon Wheel Road

Legal Description: A part of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 18 North, Range 30 West; Beginning at the Southwest Corner of said Half, Quarter, Quarter Section; running thence North upon and along the West Line of said Half, Quarter, Quarter Section a distance of 364.0 feet; running thence East parallel with the South Line of said Half, Quarter, Quarter Section a distance of 300.0 feet; thence South parallel with the West Line of said Half, Quarter, Quarter Section a distance of 364.0 feet to the South Line of said Half, Quarter, Quarter Section; thence West upon and along said South Line a distance of 300.0 feet to the point or place of beginning.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to Thoroughfare Commercial District (C-5) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY

OF SPRINGDALE, ARKANSAS:

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to Thoroughfare Commercial District (C-5)

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021

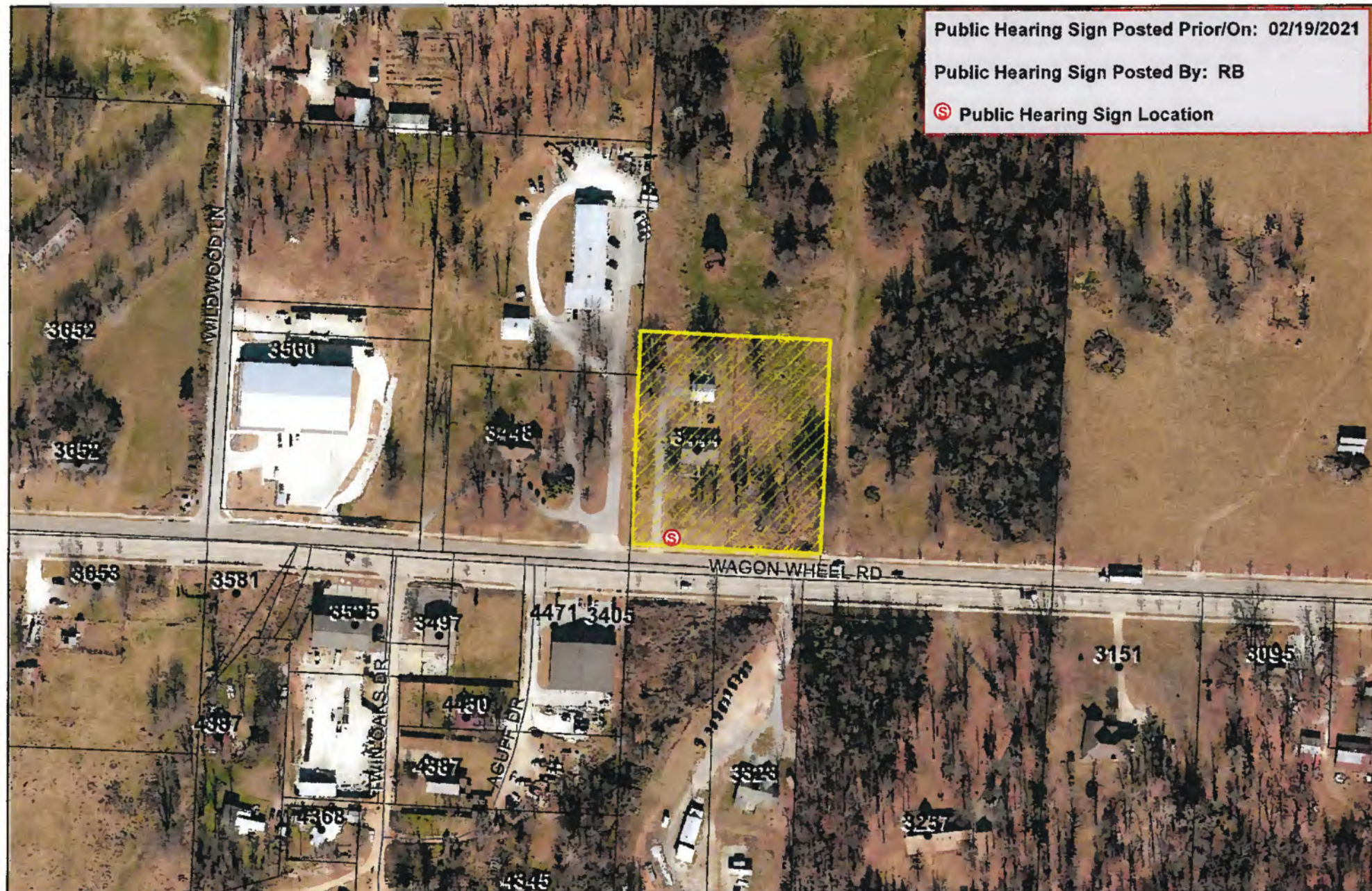
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Public Hearing Sign Posted Prior/On: 02/19/2021
Public Hearing Sign Posted By: RB
Ⓢ Public Hearing Sign Location



N

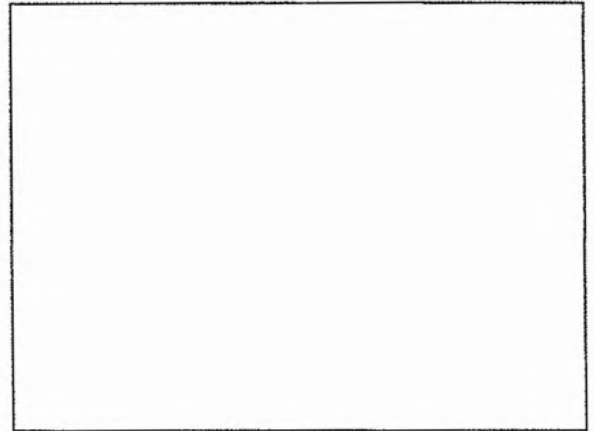
0 40 80 160 240 320

Feet

For Location Reference Only

FILE NO. R21-11
APPLICANT: Luke Hammond
REQUEST: Rezone - A-1 to C-5

PLANNING COMMISSION MEETING
March 2, 2021



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM LIGHT INDUSTRIAL DISTRICT (I-1) TO GENERAL INDUSTRIAL DISTRICT (I-2) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of March 2, 2021 for hearing the matter of a petition of Old Mo East, LLC, requesting that the following described tract of real estate to be zoned from Light Industrial District (I-1) to General Industrial District (I-2).

Layman's Description: 1609 Old Missouri Road

Legal Description: A part of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 30, Township 18 North, Range 29 West, of the 5th P.M., County of Washington, State of Arkansas, and being more particularly described as follows, to-wit: Beginning at the Center of the Southwest Quarter (SW 1/4) of said Section 30, and running thence with said R.O.W. North 1 degree 32 minutes 20 seconds East 604.11 feet; thence South 88 degrees 24 minutes 30 seconds East 379.13 feet; thence North 1 degree 31 minutes 20 seconds East 132.90 feet; thence South 88 degrees 24 minutes 30 seconds East 970.86 feet, to the East line of the NE 1/3 of the SW 1/4; thence North 88 degrees 24 minutes 30 seconds West 1320.00 feet to the point of beginning.

-AND-

A part of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section 30, Township 18 North, Range 29 West, of the 5th P.M., County of Washington, State of Arkansas, and being more particularly described as follows, to-wit: all of the North Forty (40) acres of the South Half of the Southwest Quarter of said Section lying and being situated on the East side of the Old Missouri Road, being more particularly described as: Beginning at a point which is 644.19 feet North 1 degree 31 minutes 20 seconds East of the SE corner of said SW 1/4; thence North 88 degrees 24 minutes 30 seconds West 1605.00 feet to the East right-of-way of Old Missouri Road; thence with said R.O.W North 1 degree 32 minutes 20 seconds East 675.81 feet to the intersection of the North line of the SW 1/4 of the SW 1/4 of said Section 30 with the East R.O.W. of

said Road; thence along the North line of the South Half of said SW 1/4 South 88 degrees 24 minutes 30 seconds East 1640.80 feet; thence South 1 degree 31 minutes 20 seconds West 675.81 feet to the point of beginning.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Light Industrial District (I-1) to General Industrial District (I-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Light Industrial District (I-1) to General Industrial District (I-2).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



0 50 100 200 300 400
Feet
For Location Reference Only

FILE NO. R21-12
APPLICANT: Old Mo East, LLC
REQUEST: Rezone - I-1 to I-2

PLANNING COMMISSION MEETING
March 2, 2021

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO MIGUEL AND DAWN JIMENEZ IN CONNECTION WITH 913 SOUTH SPRING CREEK ROAD A SINGLE FAMILY DWELLING

WHEREAS, Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto, curbs, gutters and sidewalks to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, sidewalks in connection with 913 South Spring Creek Road a single family dwelling for Miguel and Dawn Jimenez. and the Planning Commission recommends approval of the waiver request.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby:

Option 1: Grants a waiver of street improvements to Spring Creek Road and Puppy Creek Road including drainage improvements related thereto, sidewalks in connection with 913 South Spring Creek Road a single family dwelling.

Option 2: Denies a waiver of street improvements to Spring Creek Road and Puppy Creek Road including drainage improvements related thereto, sidewalks in connection with 913 South Spring Creek Road a single family dwelling.

Option 3: Approves payment in lieu of improvements to South Spring Creek Road and Puppy Creek Road in connection with 913 South Spring Creek Road a single family dwelling for Miguel and Dawn Jimenez with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to South Spring Creek Road and Puppy Creek Road including drainage improvements related thereto, sidewalks to be built in connection with 913 South Spring Creek Road a single family dwelling for Miguel and Dawn Jimenez.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

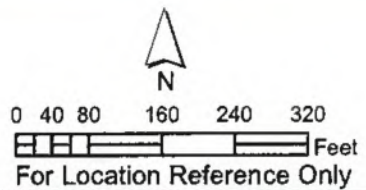
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



FILE NO. W21-02
APPLICANT: Dawn Jiminez
REQUEST: Waiver - Sidewalk Improvements

PLANNING COMMISSION MEETING
March 2, 2021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH THE DOWNTOWN SPRINGDALE ALLIANCE TO PROMOTE, PRESERVE, AND ENHANCE DOWNTOWN SPRINGDALE, AND TO FACILITATE THE IMPLEMENTATION OF THE DOWNTOWN MASTER PLAN; TO WAIVE COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, in 2015, the City Council for the City of Springdale, Arkansas, passed an Ordinance establishing the Downtown Master Plan for downtown Springdale;

WHEREAS, the intent of the Downtown Master Plan is to promote, preserve, and enhance the development, preservation, and beautification of Downtown Springdale, which benefits all the residents of the City of Springdale;

WHEREAS, incorporated herein by reference and attached hereto as Exhibit "A" is a contract between the City of Springdale and the Downtown Springdale Alliance ("the DSA"), allowing for the DSA to perform certain services for the City of Springdale related to the Downtown Master Plan, as set out in the contract, for the total sum of \$100,000.00;

WHEREAS, because the DSA is actively involved in promoting, preserving, and enhancing Downtown Springdale, they are in a unique position to provide the services to the City of Springdale, and therefore, the requirement of competitive bidding should be waived as it is not deemed feasible or practical in this case;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

Section 1: That the Mayor and City Clerk are hereby authorized to enter into said Contract, which is incorporated herein by reference, with the Downtown Springdale Alliance, and to pay the sum not to exceed \$100,000.00 to the Downtown Springdale Alliance, as set out in the Contract, said money to be paid from general fund.

Section 2: That because of the exceptional circumstances set out herein, competitive bidding is not deemed feasible or practical for the reasons previously stated herein, and is therefore waived.

Section 3: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

CONTRACT FOR SERVICES

This Contract for Services entered into this _____ day of _____, 2021, by and between the City of Springdale, Arkansas, (hereafter "City") and Downtown Springdale Alliance (hereafter "DSA") pursuant to the following terms and conditions:

WHEREAS, DSA is a not-for-profit entity organized exclusively to promote, encourage, develop, engage participation in and support the beautification and preservation of the City of Springdale downtown core and surrounding areas; and

WHEREAS, a downtown area has been identified by the City consisting of approximately 675 acres from U.S. Highway 71-B on the west to Arkansas Highway 265 on the east and Huntsville Avenue on the north and Quandt Avenue/Caudle Avenue on the south (hereafter sometimes referred to as "Downtown"); and

WHEREAS, DSA has specifically designated Downtown as that part of Springdale to devote its attention to the promotion, preservation, enhancement, engagement, business development, and marketing; and

WHEREAS, DSA has previously engaged in a contract for the City, and through this agreement, seeks to continue those services in a defined manner by providing services relevant to City projects in Downtown; and

WHEREAS, the promotion, development, enhancement, engagement, marketing and business development of Downtown is vital to City in that a vibrant, diverse, healthy, active, commercial and inhabited Downtown is necessary for the future growth and continued sustainability of City; and

WHEREAS, City has undertaken to construct public facilities Downtown consisting of a revitalization of Shiloh Square, Realignment of Razorback Regional Greenway across Emma Avenue, and connecting Downtown to Mt. Fitzgerald via protected bike lanes; and

WHEREAS, in order to fund and maintain such public facilities and to enact the Downtown Master Plan, it is vital to have a vibrant Downtown with an infrastructure that promotes the Downtown and to have a tax base both in terms of ad valorem tax and sales taxes that will not only fund and promote City, but the Downtown and general services available to City to promote the general safety, preserve the health, promote the prosperity and improve the order, comfort and convenience of the City and its inhabitants; and

WHEREAS, private entities including Tyson Foods, Inc., have moved offices Downtown, which requires an expansion of infrastructure provided by the public sector, as well as services provided by private investment, including but not limited to retail, entertainment, restaurants, offices, medical services, and the like to serve those persons who are, and will be, inhabiting Downtown, as well as working therein; and

WHEREAS, there were numerous vacant buildings in the Downtown which are now occupied by the private sector and now provide a growing tax base both in terms of ad valorem taxes and sales taxes and otherwise. Downtown blight has been deterred for decades to come. A blight upon a portion of the City would have a negative impact both in terms of safety and the health and welfare of its inhabitants; and

WHEREAS, City does not have the ability to provide the services to be rendered as outlined herein below and has no staff or office in the City devoted to such services; and

WHEREAS, no other entity, public or private, is providing the services to the inhabitants and citizens of the City or to the City that are to be provided herein; and

WHEREAS, City has the inherent authority to enter into this Contract pursuant to A.C.A. § 14-54-101 and §14-55-102; and

WHEREAS, services provided herein by DSA are unique and City finds it impractical and unfeasible to obtain the services provided herein through a formal competitive bidding and has, by appropriate action of its City Council, waived such requirement of bidding; and

WHEREAS, pursuant to Arkansas law, it is required that a contract be developed between City and DSA to establish that City is not merely making a contribution to DSA, but that City will and shall receive unique benefits from this contractual agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties as follows:

1. CONSIDERATION: City shall pay and DSA agrees to accept a sum in the amount of \$100,000.00 as consideration for the services to be rendered as set

forth in this Contract to be paid bi-annually during the First business Monday of Second Quarter and the First business Monday of the Fourth Quarter. Any requested increases in compensation shall only be considered during the city's annual budget discussions.

2. TERM: The term of this Contract shall be from ____ March_____, __1__, 2021, to __February_____, __28__, 2022__.
3. SERVICE TO BE PROVIDED: DSA's primary purpose, which is aligned with the City's goals, is "To Promote a Vibrant Downtown Springdale". In consideration of the funds paid by the City, DSA will provide the following specific services:
 - a. Public Space, Community Events Calendar, Social Media, Website
 - i. Organize, and advertise public events through operation, updating, and maintenance of the Downtown Public Events Calendar, Social Media, and Website, Press Releases, etc.
 - ii. Accept, review, and approve or disapprove all requests to reserve Shiloh Square and Turnbow Park.
 - iii. Accept, review, and approve or disapprove requests for public and private events that result in the closing of Emma Avenue to vehicular traffic.
 - iv. Through the Public Events Committee, coordinate and approve applications for public events wishing to use public spaces within the Downtown area. City staff from Police, Planning, Parks, Public Works, and Public Relations comprise the Public Events Committee.
 - v. Provide liaison services to property owners and interested parties for the development, implementation, and revision of shared public space use by assisting with development and ongoing revision of rules and regulations for Downtown public space use.
 - vi. DSA will provide acceptance, review, and approval or disapproval for all requests to reserve Luther George Park and the Greenway Market, following planned revitalization and renovation.
 - vii. Develop and maintain a website that provides a virtual gateway to downtown, aligns with our mission, and is reflective of all that is happening in Downtown Springdale.
 - b. Contact point for Downtown Development:
 - i. Assist owners and interested parties in answering questions related to Downtown Master Plan.
 - ii. Serve as ambassador to new developments, and re-developments for properties within Downtown.

- iii. Consult with land owners, interested parties, and City on review, creation, and implementation of new codes and ordinances for Downtown, and alignment with the Downtown Master Plan.
 - iv. Continued organizing outreach and public meetings for advertising, educating, and implementing the Downtown Master Plan on a semi-annual basis at a minimum, such meetings are to promote developments in alignment with the Downtown Master Plan, and next steps in pursuit of the Downtown Master Plan.
- e. Beautification
 - i. DSA will serve a consultant role with City departments in furthering greening efforts in Downtown, and public spaces, advocate for spaces to be activated with art, lighting, and furniture.
- d. Economic Services
 - i. Actively engage in business recruitment, retention and expansion in Downtown, focusing on retail, restaurant and entertainment needs to support a growing workforce
 - ii. Be a point of contact between City and Downtown businesses related to City infrastructure improvement efforts, from street closures, utility service work, greening efforts, public space improvements.
 - iii. Oversee, manage and direct the design excellence grant for Luther George Park
 - iv. Oversee and direct the vision and development of the Greenway Market, while seeking funding from private, public and non-profit entities.
 - v. Lead the Capital Campaign for Luther George Park.
 - vi. Manage, promote, and support the Downtown Outdoor Dining District.

City acknowledges, understands and agrees that several of these functions are ongoing and may continue beyond the term of this contract.

4. REPORTING: DSA shall submit, not less than bi-annually, reports prepared by DSA to City identifying and accounting for social engagement through metrics; public space events processed by DSA, Public Events Committee and reflected on Public Events Calendar; meetings by DSA personnel with residents, Downtown businesses and businesses outside of Downtown related to development in Downtown; and business retention and expansion data when available.

5. STATUS OF DSA: The parties agree that DSA shall be deemed an independent contractor in every respect and shall take all steps at its expense and pursuant to the use of its materials and its method of operations, including those tasks requested by City. City does not, and will not, assume any responsibility for services provided by DSA. Furthermore, the parties mutually agree and understand that City has no financial interest in DSA and is not deemed to be or construed to be a partner, joint venture or investor in DSA.
6. NON-ASSIGNMENT: DSA understands and agrees that the services to be rendered are to be rendered by DSA and shall not be subcontracted or assigned to any other party or person without the express written consent of City.
7. COMPLIANCE WITH LAW: DSA agrees that in the performance of this Contract, it shall comply with all local, state and federal laws and regulations, including but not limited to bans on discrimination on the basis of race, sex, color, national origin, gender or disability. DSA further recognizes that, as it relates to the specific funds provided herein by the City, some of its activities are likely subjected to the Freedom of Information Act ("FOIA"), and accordingly, it will comply with the FOIA as it relates to requests for information pertaining to the use of such funds. The funds given in consideration of the serviced by DSA in the agreement are exclusive to the implementation of the consideration by DSA. Funds provided herein are separate from DSA other non-FOIA revenues, donations, and compensation. DSA is not a public entity, is not primarily funded by public funds, and is otherwise a private independent entity separate and apart from City.
8. DISCLAIMER: The parties hereto acknowledge that this Contract is for the providing of the services listed herein and this Agreement in no way suggests the City endorses or agrees with any position taken by DSA or any groups affiliated with it.
9. NON-APPROPRIATION: DSA recognizes that the funding provided for in this Contract is contingent upon the appropriation of public funds by the City. If City does not appropriate monies for this Contract, there shall be no penalty assessed against City and this Contract shall be null, void and of no effect.
10. COMPLETE AGREEMENT: It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of this Contract unless expressly provided herein, and that this Contract constitutes the entire agreement between the parties and same

shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto.

11. SEVERABILITY: If any provision of this Contract is declared to be invalid or unenforceable, the remainder of this Contract and the application of such provision to the other party of circumstances shall not be affected thereby, the provisions of this Contract being severable in any such instance. If any sentence or portion shall be adjudged to be invalid or unenforceable, then that article shall be deemed to be amended to delete therefrom the portion adjudicated to be invalid or unenforceable.

12. AUTHORITY: The parties hereto agree that by the execution of this Contract, the persons signing this Contract herein below have been authorized by the respective bodies to lawfully enter into this Contract and bind each of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands the date first above written.

CITY OF SPRINGDALE

By: _____
Mayor

WITNESS:

City Clerk

City Seal:

DOWNTOWN SPRINGDALE ALLIANCE

By: _____
Jill Dabbs, Executive Director

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2021
BUDGET OF THE ADMINISTRATIVE
DEPARTMENT**

WHEREAS, the 2021 budget appropriates \$50,000 for Downtown Springdale Economic Development, and

WHEREAS, the City Council is considering an ordinance that would require an annual appropriation of \$100,000;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the appropriation for Downtown Economic Development is hereby increased from \$50,000 to \$100,000.

PASSED AND APPROVED this 23rd day of March, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE RELEASE OF A
CONSERVATION EASEMENT ON PROPERTY OWNED
BY THE CITY OF SPRINGDALE, ARKANSAS.**

WHEREAS, the City of Springdale, Arkansas, owns property known as Parcel No. 815-29770-010, Parcel No. 815-29767-210, Parcel No. 815-29767-211, and Parcel No. 815-29767-200, Washington County, Arkansas; and Parcel No. 21-00172-010 and Parcel No. 21-00172-012, Benton County, Arkansas (collectively "the Property");

WHEREAS, on March 13, 2018, the City of Springdale, Arkansas, passed Resolution No. 38-18, authorizing the grant of a Conservation Easement on the Property, pursuant to the provisions of the Arkansas Conservation Easement Act, Ark. Code Ann. §15-20-401, *et seq.*, ("the Act"), for the purposes of retaining or protecting natural, scenic, or open-space values of the Property; assuring the Property's availability for agricultural, forest, recreational, or open-space use; protecting natural resources; and, maintaining or enhancing air or water quality of the Property;

WHEREAS, the City has received a grant from the Arkansas Historic Preservation Program on part of the Property, and is now working with the Northwest Arkansas Land Trust to ensure continued compliance with the Act and compliance with the terms of the purchase of the Property;

WHEREAS, in order to ensure compliance with the provisions of the Act, it is necessary that the current Conservation Easement be released and replaced with a Conservation Easement to be entered into between the City of Springdale and the Northwest Arkansas Land Trust; and

WHEREAS, both the Act and Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached Easement Release when authorized to do so by Resolution approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute the attached Easement Release document releasing the current conservation easement on the Property.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Prepared by:

Ernest B. Cate
Springdale City Attorney
201 Spring St.
Springdale, AR 72764

After Recording Return to:

Springdale City Clerk's Office
206 Blair
Springdale, AR 72764

EASEMENT RELEASE

KNOW ALL BY THESE PRESENTS:

THAT The City of Springdale, through the undersigned duly authorized officials, hereby releases, vacates, and abandons forever the Conservation Easement recorded on March 22, 2018, as Benton County, Arkansas Instrument Number L201814452. This release extinguishes all terms and provisions of Instrument Number L201814452, including all interests, claims, rights, causes of action, and remedies created pursuant to said instrument. Exhibit A describes the real property Instrument Number L201814452 purportedly encumbered.

WITNESS my hand and seal this _____ day of _____, 2021.

CITY OF SPRINGDALE, ARKANSAS,
A Municipal Corporation

By: _____
Doug Sprouse, Mayor

By: _____
Denise Pearce, City Clerk

ACKNOWLEDGMENT

**STATE OF ARKANSAS
COUNTY OF WASHINGTON**

)SS
)

On this _____ day of _____, 2021, before me, a notary public, qualified and acting, within and for the said County and State, appeared in person the within named Doug Sprouse and Denise Pearce, to me personally known and who stated that they were the duly elected Mayor and City Clerk of the City of Springdale, Arkansas, and that they were duly authorized in their respective capacity to execute the foregoing instrument for and in the name and behalf of the City of Springdale, Arkansas, a municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

Exhibit A

A part of the SE ¼ of Section 22, Township 18 North, Range 30 West, Benton County, Arkansas and a part of the NE ¼ of the NE ¼ of Section 27, Township 18 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Beginning at the railroad spike that marks the Southwest corner of said SE ¼ of the SE ¼ of Section 22, and run thence along the West line of said SE ¼ of the SE ¼ N 1°49'35" E 662.35 feet to a steel rebar pin; thence S 87°05'31" E 422.22 feet to a steel rebar pin; thence S 04°30'00" E 181.69 feet to a steel rebar pin; thence S 13°00'00" W 163.19 feet to a steel rebar pin; thence S 20°30'00" W 132.18 feet to a steel pin; thence S 10°30'00" W 197.54 feet to a steel rebar pin; thence N 87°01'22" E 16.64 feet to a steel rebar pin; thence N 10°30'00" E 193.91 feet to a steel rebar pin; thence N 20°30'00" E 131.82 feet to a steel rebar pin; thence N 13°00'00" E 166.81 feet to a steel rebar pin; thence N 04°30'00" W 182.09 feet to a steel rebar pin; thence S 87°05'31" E 530.69 feet to a steel rebar pin; thence S 25°53'49" E 225.14 feet to a steel rebar pin; thence S 63°50'27" E 277.51 feet to a steel rebar pin on the East line of said SE ¼ of the SE ¼; thence along said East line S 1°39'39" W 357.09 feet to a four way fence corner at the Southeast corner of said SE ¼ of the SE ¼; thence S 2°29'09" W along the East line of said NE ¼ of the NE ¼ of Section 27, 959.63 feet to a steel rebar pin; thence N 87°34'59" W 1330.30 feet to a steel rebar pin on the West line of said NE ¼ of the NE ¼; thence N 2°36'30" E 164.93 feet to a steel rebar pin; thence S 87°02'36" E 16.50 to the centerline of Silent Grove Rd; thence along said centerline N 00°15'33" E 55.44 feet; thence along said centerline N 01°46'26" E 154.73 feet; thence along said centerline N 3°30'02" E 428.32 feet, thence along said centerline N 00°48'49" E 100.39 feet; thence along said centerline N 2°17'31" W 69.28 feet to the North line of said NE ¼ of the NE ¼; thence along said North line N 87°01'22" W 9.5 feet to the point of beginning, containing 47.456 acres more or less. Subject to the right-of-way of Silent Grove Road and all easements of record.

LESS AND EXCEPT:

One acre (1 acre) taken squarely out of the Northwest corner of the above-described tract of land.

ALSO LESS AND EXCEPT:

A part of the SE ¼ of Section 22, Township 18 North, Range 30 West, Benton County, Arkansas, more particularly described as follows: Commencing at the railroad spike that marks the Southwest corner of said SE ¼ of the SE ¼ of Section 22, and run thence N 1°49'35" E 662.35 feet; thence S 87°5'31" E 208.71 feet to the point of beginning; thence continuing S 87°5'31" E 313.07 feet; thence S 1°49'35" W 208.71 feet; thence N 87°5'31" W 313.07 feet; thence N 1°49'35" E 208.71 feet to the point of beginning containing 1.5 acres more or less.

ALSO LESS AND EXCEPT:

A part of the SE ¼ of Section 22, Township 18 North, Range 30 West, Benton County, Arkansas, more particularly described as follows: Commencing at the railroad spike that marks the Southwest corner of said SE ¼ of the SE ¼ of Section 22, and run thence N 1°49'35" E 453.64 feet to the point of beginning; thence S 87°5'31" E 521.78 feet; thence S 1°49'35" W 83.48 feet; thence N 87°5'31" W 521.78 feet; thence N 1°49'35" E 83.48 feet to the point of beginning, containing 1 acre more or less.

ALSO LESS AND EXCEPT:

Beginning at a point 280 feet North of the Southwest Corner of the SE ¼ of the SE ¼ of Section 22, Township 18 North, Range 30 West, thence North to a point which is S 1°49'35" W 292.19 feet from the Northwest Corner of the S ½ of the SE ¼ of the SE ¼ of Section 22, Township 18 North, Range 30 West, thence S 87°5'31" E 521.78 feet, thence South to the South line of an easement for a sewer transmission line as described by an easement document filed in Benton County, Arkansas, at Book 423, Page 414, thence Northwesterly along said easement to the point of beginning, containing 1.93 acres more or less.

RESOLUTION NO. _____

**A RESOLUTION SETTING A HEARING DATE ON A
PETITION TO ABANDON A PORTION OF A UTILITY
EASEMENT IN THE CITY OF SPRINGDALE,
WASHINGTON COUNTY, ARKANSAS.**

WHEREAS, Christopher Brown and Gina Brown have petitioned for the abandonment of a portion of a utility easement on Lot 107, Pinewood Subdivision, to the City of Springdale, Washington County, Arkansas, as per plat of said addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, in Plat Book 16, Page 131, also known as Washington County Tax Parcel No. 815-35008-000, and being more particularly described as follows:

Part of Lot 107, Final Plat, Pinewood Subdivision, Springdale, Arkansas, recorded in Plat Book 16, Page 131, being further described as follows: Beginning at the Southeast corner of said Lot 107, thence along the southerly line of Lot 107, N88°02'07"W 96.84 feet to a point being 17.5" from the Southwest corner of Lot 107, thence parallel with the westerly line of Lot 107, then N03°01'10"E 20.00' to a point. Thence parallel with the South Line of Lot 107 S88°02'07"E 96.51' to the East line of Lot 107, thence S02°05'30"W 20.00' along the East line of Lot 107 to the southeast corner and point of beginning. And as shown on the attached Exhibit which is incorporated herein by reference.

WHEREAS, the City Council finds that a hearing date should be set on the request to abandon the portion of the utility easement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that April 13, 2021, at 6:00 p.m. is set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time of said hearing as required by law.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Spring 1992/93

THE UNIVERSITY OF CHICAGO PRESS
50 EAST LEXINGTON AVENUE
NEW YORK, N.Y. 10017-2473

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THESE ARE THE RESULTS OF THE RESEARCH CONDUCTED BY THE
RESEARCHERS OF THE INSTITUTE OF THE HISTORY OF THE
CITY OF MOSCOW, WHOSE TASK WAS TO IDENTIFY THE
PLACES WHERE THE RUSSIAN ARMY FIGHTERS WERE
KILLED DURING THE BATTLE OF MOSCOW IN 1941-1942.
THE RESULTS OF THE RESEARCH ARE PRESENTED IN THE
FORM OF A MAP OF THE CITY OF MOSCOW, WHICH
SHOWS THE PLACES WHERE THE RUSSIAN ARMY FIGHTERS
WERE KILLED DURING THE BATTLE OF MOSCOW IN 1941-1942.
THE MAP IS BASED ON THE RESEARCH CONDUCTED BY THE
RESEARCHERS OF THE INSTITUTE OF THE HISTORY OF THE
CITY OF MOSCOW, WHOSE TASK WAS TO IDENTIFY THE
PLACES WHERE THE RUSSIAN ARMY FIGHTERS WERE
KILLED DURING THE BATTLE OF MOSCOW IN 1941-1942.

2. *Journal of Management Education* 25(1): 10-20

1. Introduction
 The purpose of this report is to provide a comprehensive overview of the project's progress and to identify any potential risks or issues that may arise. This document will serve as a key communication tool for all stakeholders involved in the project.

2. Project Overview
 The project aims to develop a new software application that will streamline the company's internal processes and improve efficiency. The project is managed by the Project Manager, who is responsible for ensuring that the project is completed on time and within budget.

3. Project Scope
 The project scope includes the development of a new software application, the implementation of the application, and the training of staff on how to use the application. The project will be completed by the end of the year.

4. Project Organization
 The project is organized into three main phases: development, implementation, and training. Each phase is managed by a different team member, and the Project Manager oversees the entire project.

5. Project Risks
 There are several risks associated with this project, including the possibility of delays, budget overruns, and staff resistance to change. The Project Manager will monitor these risks closely and take action to mitigate them as they arise.

6. Conclusion
 The project is progressing well and is on track to be completed on time and within budget. The Project Manager will continue to monitor the project closely and provide regular updates to all stakeholders.

5750 York Road, Suite 100, Richmond, BC V6V 2G9

[illegible]

440 J. Polym. Sci. Part A: Polym. Chem.: Vol. 42, 440-447 (2004)

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JUN 10 1964

U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.

SCHEIDTKE ET AL. • EFFECTS OF STIMULI

(WALLACE) CANNOT VERIFY THAT THIS PART REPRESENTS A DEPENDENT SOURCE OF WORKING AND FORTNIGHTLY EARNERS AND NOT CONSIDERED SHOOTING THE BATHING ACTUALLY CARS AND THE LOCATION TYPE AND MATERIAL ARE OF RELEVANT SHOWING AND NO MINIMUM REQUIREMENTS OF THE WORKERS MANUAL OF INTEREST FOR WORKING PEOPLE HAVE BEEN MET.

THE MED
PROSTATE (NO. 1) AND 1/2 INCH
STATE OF ARIZONA, NO. 1/2 INCH

CONFIDENTIALITY, SECURITY, AND DATA PROTECTION

WE, THE UNDERSIGNED OWNERS, REPRESENTING OUR FURNISHED PERIOD (1981) SUMMER OF THE MAGAZINE SHOWING AND DESCRIBED HEREIN, DO HEREBY DEEDATE FOR PUBLIC OWNERSHIP, ALL STREETS AS SHOWN ON THIS PLAN FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW.

DATE	DISPATCH
DATE	DISPATCH

STATE OF KANSAS
COUNTY OF _____
SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____ 2020
JULIAN PUBLIC
MY COMMISSION EXPIRES _____

CITY OF LOS ANGELES

DATE _____

SIGNATURE OF PLANTER AND COMMUNITY

UTILITY RESPONSIBILITY
 THE HOUSING CREDIT THAT ALL UTILITY RESPONSIBILITY ON A MONTHLY BASIS ARE
 SALES ACTIVITY FOR PROVIDING SERVICE IF AND WHEN SERVICE IS AVAILABLE.

NAME _____
 ELECTRICITY _____
 WATER _____
 TELEPHONE _____
 GAS, ETC. _____

Levinson et al. *Journal of Interpersonal Violence* 31(10)

[illegible][illegible]

IF YOU'RE THINKING OF THIS AREA, CALL
"THE CALL" AND WE'LL FIND EDUCATION
OPPORTUNITIES FOR YOU. NO MATTER HOW
THOSE CALLS GO, WE'LL BE THERE.



INTERVIEWED BY: [REDACTED] DATE: [REDACTED]
 FOR THE OFFICE OF THE ATTORNEY GENERAL



TO THE SECRETARY OF THE ARMY, WASHINGTON, D. C. 20315



1. 2019年12月31日，甲公司“应付账款”科目贷方余额为100万元，其中明细科目贷方余额为80万元，借方余额为20万元。2020年1月1日，甲公司“应付账款”科目贷方余额为120万元，其中明细科目贷方余额为100万元，借方余额为20万元。2020年12月31日，甲公司“应付账款”科目贷方余额为150万元，其中明细科目贷方余额为130万元，借方余额为20万元。2021年1月1日，甲公司“应付账款”科目贷方余额为180万元，其中明细科目贷方余额为160万元，借方余额为20万元。2021年12月31日，甲公司“应付账款”科目贷方余额为200万元，其中明细科目贷方余额为180万元，借方余额为20万元。



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Signature & name:	State seal:	
JAMES EARL RAY JR.	MISSISSIPPI	

4555 Sequoia Ave., Springfield, Missouri
 Dr. & Mrs. John W. Brown

GINA & CHRIS BROWN